

1In the Central London Court  
2F01CL801

Court File:

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4

5BETWEEN:

6

7

Leib Spektor

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Claimant

9

-and-

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London Quadrant Housing Trust

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Defendant

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**Amended Statement of Claim**

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18 1. The Claimant is a registered physically disable man, 67 years

19 old, holds an assured/secured tenancy.

20 2. The Defendant (the Landlord) is Housing Trust and

21 registered with the Tenant Services Authority as provider of

22 social housing that took over the ownership of the property

23 from Lewisham council in 2010.

24 3. In the Assured Tenancy Agreement paragraph 3.7 it is  
25 stated: "You have the right to live peacefully in your home. "

26 4. On or about 2013 the landlord's locksmith had installed new  
27 locks on the entry door to the Claimant flat. The Claimant  
28 had been given two keys for each lock, the third key had  
29 been held by the locksmith for the landlord emergency use.

30 5. On or about 2016 the Claimant complaint to the Landlord  
31 that the occupiers of the flat above (217 Sangley Rd) had  
32 caused some damage to the Claimant's ceiling. The Landlord  
33 had paid the Claimant 300.00 pounds sterling by the  
34 company cheque.

35 6. From about 2016 the Claimant noticed that someone had  
36 been entering his flat. At the time the Claimant could not  
37 establish if anything had been taken except that the intruder  
38 had helped himself to the alcohol.

39 7. The same had occurred on the few other occasions, the  
40 Claimant had been reluctant to make an issue of the  
41 incident.

42 8. From 2019 the Claimant had used a special 'mark' that  
43 would reveal if an intruder had entered the Claimant's flat in  
44 his absence.

45 9. On 13 May 2019 found the 'mark' had been disturbed and  
46 after searching the flat the Claimant discovered that a  
47 plastic jar of the sea salt, salt-mill containing the sea salt,  
48 carton box and of cacao and unopened jar of pitted black  
49 olives had been missing from the kitchen. The value of about  
50 3.00 – 4.00 pounds sterling.

51 10. Prior to this incident the Claimant discovered that the  
52 tiny holes appeared in his ceiling. At night time when the  
53 Claimant's had been interrupted by the osteoarthritic pain in  
54 his limbs, the Claimant would walk from bed room to living  
55 room and the kitchen to dull the pain, the occupant from the  
56 flat above would follow the Claimant's pattern of movement.

57 11. The Claimant recalled that prior to the event he heard  
58 that in the flat above a very heavy machinery had been  
59 used.

60 12. With the use of the binoculars the Claimant discovered  
61 the tiny hole in his ceiling and suspected that the fiber-optic  
62 spy camera had been used to spy on him.

63 13. After the Claimant smeared some tooth paste over the  
64 hole, on the following day the Claimant observed a white  
65 male, about 5'6 accompanied by a tradesman had entered  
66 the flat above (217 Sangley Road) and again the heavy  
67 machinery had been used intermittently for about 2 hours.

68 14. The white male entering the 217 Sangley Road is not  
69 the occupant of the said flat.

70 15. The Claimant had informed the Landlord and asked to  
71 provide the name of the legal occupant of 2017 Sangley Rd.

72 16. The Landlord refused instead demanding to carry out  
73 the inspection of the holes.

74 17. When reporting this incident to the Police, the Claimant  
75 had been advised not to disturb the physical evidence.

76 18. On 26/05/2019 the Claimant electrical shower in the  
77 wet room had stopped working. The Claimant report the  
78 same to the landlord's emergency repair service and  
79 received a reference number 4101806 on 30/05/2019.

80 19. The Landlord is under legal obligation to provide the  
81 emergency repair for disable person on the same day.

82 20. The plumber 'Paul' arrived in the evening but could not  
83 carry out the repair since he had no spare waste pump to  
84 replace the broken one.

85 21. The plumber 'Paul' informed the Claimant that due to  
86 'Monday' public holiday he will be able to order the new  
87 pump on Tuesday and install the new pump on the  
88 Wednesday 29/05/2019, the plumber further advised that  
89 will contact the Claimant to report on the progress.

90 22. Since there had been no report from plumber 'Paul',  
91 the Claimant had contacted the Landlord on 29, 30, 31 May  
92 2019. The representative of the Landlord advised the  
93 Claimant that neither the plumber 'Paul' nor his manager  
94 answering their telephone.

95 23. The Claimant requires the use of the hot shower about  
96 2-3 time per day to relieve the pain in the joints caused by  
97 the osteoarthritis.

98 24. In Contract provided by the Landlord, paragraph 3.1  
99 'Our responsibilities' is written: "We will make sure all

100 fixtures and fittings water, gas, electricity, space and water  
101 heating are kept repaired and in working order.”

102 25. The Defendant breached terms and condition of the  
103 contract.

104 26. The Claimant had learned that the plumber ‘Paul’ had  
105 been barred by the Landlord to carry out any repair of the  
106 Claimant’s shower and have any contact until further notice.

107  
108 **Particulars of the Claim**

109  
110 27. The Landlord had unlawfully passed on the spare keys  
111 from the Claimant’s to a private security company allegedly  
112 called “The hanging man” to facilitate unlawful act.

113 28. The Landlord failed to repair within a reasonable time  
114 the Claimant’s shower as the method of torture and/or a  
115 cruel punishment. Contrary to Human Rights Act 1998 (6.  
116 Acts of public authorities). Article 3: Right to be free from  
117 torture, inhuman and degrading treatment (Inhuman  
118 treatment, Degrading treatment).

119 29. The Landlord allowed the residential premises to be  
120 used by a dubious security company to carry out undercover  
121 operation in Lewisham and endangering the life of the  
122 unsuspected occupants of the estate.

123 30. The occupant of 209 Sangley Road who is an employee  
124 of the security company had informed the Claimant that  
125 someone had deposited a dead rat in his hallway.

126 31. The Defendant acted in breach of Rent Act 1977,  
127 Housing Act 1985 and Housing Act 1988 and the Claimant  
128 entitled to seek damages.

129 32. The Claimant entitled to the amount that represents the  
130 difference in value of repaired state and the unrepaired  
131 state.

132 33. The Claimant is further entitled to the cost of the  
133 alternative accommodation.

134 34. The Claimant had no shower from 26/05/2019 until 16  
135 July 2019.

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138 **Itemized Damages sought:**

- 139 35. Telephone (pay as you go) expense 6.00;  
140 36. Damages for physical inconvenience, unfulfilled  
141 expectations, disappointment  
142 3,000.00  
143 37. Damages for distress to Claimant 500.00  
144 38. Damages for alternative accommodations 1,500.00  
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146 Statement of truth:

147 The facts stated and relied upon in this document are true  
148 to the best ability of the Claimant.

149 **Leib Spektor**

150 Dated: 17 July, 2019.

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